



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

The court said in part: "It is said that the use of the word 'Remington' in the name 'Remington-Sholes' was unnecessary, as if necessity were the absolute test of the right to use: But a person is not obliged to abandon the use of his name or to unreasonably restrict it. The question is whether his use is reasonable and honest, or is calculated to deceive.

"It is a question of evidence in each case whether there is false representation or not."

See 10 Va. Law Reg. 359, 552, 828, 937, 1029.

---

UNFAIR COMPETITION—TRADE NAMES—USE BY CORPORATION OF THE NAME OF INDIVIDUAL.—In *Dodge Stationery Co. v. Dodge*, 78 Pacific Reporter, 879, the Supreme Court of California holds that where a person whose name was used as the corporate name of a corporation of which he was at one time president, and whose surname was used as the popular name of that corporation, engaged in the same business after the termination of his connection with the corporation, an injunction was properly issued to restrain the new corporation from engaging in business in the same city, and from using signs similar to those used by the old corporation, and which were misleading and intended to represent to the public that the business being carried on was that of the old corporation.

Compare this case with note immediately preceding.

---

FOREIGN BILLS—INDORSEMENT—WHAT LAW GOVERNS—PROTEST—LIABILITY OF DRAWER—NEGOTIABLE INSTRUMENT LAW—SEC. 2841A, CLS. 126, 152, 185, VA. CODE 1904.—In *Amsinck v. Rogers*, decided April 1905, the Appellate Division of the Supreme Court of New York held: Where a foreign bill of exchange, with bill of lading attached, was indorsed by the drawer to plaintiffs for discount, and by them forwarded to their agents for presentment to the drawees, the drawer's liability on his indorsement, on payment being refused, was governed by the law of the place where the indorsement was made, and not of the foreign country where the bill was presented for payment.

Where an instrument for the payment of the price of a shipment of iron was drawn by the seller on the buyer, who resided in a foreign country, and, with the bill of lading attached, was indorsed for discount, it was a foreign bill of exchange, and not a check, under Negotiable Instrument Law, sections 210, 321 [Sec. 2841a, Cls. 126, 185, Va. Code 1904], defining a bill of exchange as an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the addressee to pay on demand, or at a fixed or determinable time, a certain sum of money to order or to bearer, and defining a check as a bill of exchange, drawn on a bank, payable on demand.

Where a foreign bill of exchange was presented for payment by the agent of the indorsee, and payment was formally demanded and refused, but the bill was not duly protested for non-payment, the drawer was discharged from liability to the indorsee under the express provisions of Negotiable Instrument Law, section 260. [Sec. 2841a, Cl. 152, Va. Code 1904].

(S. c. 93 N. Y. Sup. 87.)